

UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

JOSEPH J. and JANET M. COYER,

Plaintiffs,

v.

HSBC MORTGAGE SERVICES,

Defendant.

Case No. 10-cv-14339

Hon. Thomas L. Ludington
Magistrate Judge Charles E. Binder

Joseph J. Coyer
Janet M. Coyer
Plaintiffs *pro se*
878 East Prevo Rd.
Pinconning, Michigan 48650

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DEFENDANT HSBC MORTGAGE SERVICES' ANSWER
AND AFFIRMATIVE DEFENSES

ANSWER

Defendant HSBC Mortgage Services ("HSBC"), by and through its counsel Dickinson Wright PLLC, hereby states as follows for its Answer to Plaintiffs' Complaint, because Plaintiffs failed to comply with Fed.R.Civ.P. 10(b) and number their paragraphs, HSBC's response corresponds to the numbered lines appearing in Plaintiffs' Complaint:

PARTIES

Line 21 HSBC does not have sufficient information to admit or deny the allegations in this paragraph and leaves Plaintiffs to their proofs.

Line 22 Admitted that HSBC maintains the address cited.

STATEMENT OF CAUSE

Lines 24-26 Admitted that Plaintiffs entered into a mortgage for the property identified.

Lines 27-28 Denied.¹

Lines 29-30 Denied.

Lines 31-32 Denied.

Line 33 Denied.

Lines 34-35 Denied.

Lines 36-39 Denied.

IN BRIEF

(Non-factual Statement of Posture and Position)

Lines 42-56 These statements are not allegations but are instead Plaintiffs' musings regarding this action. As such, no response from HSBC is required. To the extent a response is required, HSBC denies any allegations of wrong-doing.

CAREFULLY CRAFTED CRIMINAL CONNIVANCE

(General State of the Real Estate Industry)

Lines 59-162 These statements are not allegations but are instead Plaintiffs' musings regarding their perceived state of the real estate industry. As such, no response from HSBC is required. To the extent a response is required, HSBC denies any allegations of wrong-doing.

PETITIONER WILL PROVE THE FOLLOWING

Lines 165-166 Denied to the extent the allegations relate to HSBC.

Lines 167-168 Denied to the extent the allegations relate to HSBC.

Lines 169-171 Denied to the extent the allegations relate to HSBC.

Lines 172-182 Denied to the extent the allegations relate to HSBC.

¹ Plaintiffs' Complaint refers to "Defendants" throughout, as HSBC is the only named Defendant, all of HSBC's responses are as to and on behalf of HSBC only.

Lines 183-185	Denied to the extent the allegations relate to HSBC.
Lines 186-187	Denied to the extent the allegations relate to HSBC.
Lines 188-190	Denied to the extent the allegations relate to HSBC.
Lines 191-192	Denied to the extent the allegations relate to HSBC.
Lines 193-197	Denied to the extent the allegations relate to HSBC.
Lines 198-199	Denied to the extent the allegations relate to HSBC.
Lines 200-202	Denied to the extent the allegations relate to HSBC.

PETITIONER SEEKS REMEDY

Lines 204-209 HSBC denies that Plaintiffs are entitled to damages; declaratory relief; injunctive relief; or any other remedy.

PETITIONER HAS BEEN HARMED

Line 211	Denied.
Lines 212-213	Denied.
Lines 214-215	Denied.

STATEMENT OF CLAIM

DEFENDANTS LACK STANDING

No Evidence of Contractual Obligation

Lines 217-224 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 225-233 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

No Proper Evidence of Agency

Lines 234-242 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Special Purpose Vehicle

Lines 243-253 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Criminal Conspiracy and Theft

Lines 255-260 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Agent Practiced Up-Selling

Lines 261-272 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Fraudulent Inducement

Lines 273-275 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Extra Profit on Sale of Predatory Loan Product

Lines 276-279 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Extra Commission for Late Payments

Lines 280-286 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Extra Income for Handling Foreclosure

Lines 287-290 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Credit Default Swap Gambling

Lines 291-294 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

LENDER ATTEMPTING TO FRAUDULENTLY COLLECT ON VOID LIEN

Lines 295-299 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 300-302 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 303-305 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 306-308 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 309-311 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

LENDER PROFIT BY CREDIT DEFAULT SWAP DERIVATIVES

Lines 312-318 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

LENDER CHARGED FALSE FEES

Lines 319-322 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 323-324 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 325-334 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 338-341 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

RESPA PENALTY

Lines 342-347 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 348-352 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 353-357 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 358-361 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 362-363 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 364-365 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

LENDER CONSPIRED WITH APPRAISER

Lines 366-371 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

LENDER CONSPIRED WITH TRUSTEE

Lines 372-375 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 376-380 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

DECEPTIVE ADVERTISING AND OTHER UNFAIR BUSINESS PRACTICES

Lines 381-387 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

EQUITABLE TOLLING FOR TILA AND RESPA

Lines 388-390 HSBC denies that equitable tolling applies in this case.

Lines 391-400 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 401-415 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 416-421 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

BUSINESS PRACTICES CONCERNING DISREGARDING OF UNDERWRITING STANDARDS

Lines 422-430 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 431-438 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 439-445 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 446-450 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 451-455 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 456-460 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 461-464 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 465-468 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 469-478 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 479-485 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 486-488 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 489-493 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 494-498 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 499-501 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

UNJUST ENRICHMENT

Lines 502-511 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 512-514 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC. In further answer, HSBC denies that Plaintiffs are entitled to any relief from HSBC.

CLAIM TO QUIET TITLE

Lines 515-519 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 520-530 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

SUFFICIENCY OF PLEADING

Lines 531-537 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

Lines 538-546 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they allege any wrong doing by HSBC.

CAUSES OF ACTION

BREACH OF FIDUCIARY DUTY

Lines 548-551 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 552-555 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 556-557 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 558-559 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

CAUSES OF ACTION – NEGLIGENCE / NEGLIGENCE PER SE

Lines 560-563 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 564-568 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 569-572 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 573-576 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 577-578 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

AGENT: COMMON LAW FRAUD

Lines 579-582 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 583-585 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 586-590 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 591-593 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 594-600 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

PETITIONER PROPERLY AVERRED A CLAIM FOR BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

Lines 601-608 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 609-613 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 614-622 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 623-637 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

CAUSE OF ACTION VIOLATION OF TRUTH IN LENDING ACT 15 U.S.C. § 1601 ET SEQ

Lines 638-642 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 643-645 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

Lines 646-650 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 651-653 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 654-655 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 656-657 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC.

Lines 658-659 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC. In further answer, HSBC denies that Plaintiffs are entitled to any relief from HSBC.

Lines 660-662 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC. In further answer, HSBC denies that Plaintiffs are entitled to any relief from HSBC.

Lines 663-665 To the extent this paragraph states allegations requiring a response, the allegations are denied to the extent they relate to HSBC. In further answer, HSBC denies that Plaintiffs are entitled to any relief from HSBC.

WHEREFORE, Defendant HSBC respectfully requests that this Court dismiss Plaintiffs' Complaint in its entirety, deny the relief sought by Plaintiffs, and enter a judgment in favor of HSBC and against Plaintiffs, together with costs and attorney's fees.

Respectfully submitted,

DICKINSON WRIGHT PLLC

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Dated: November 18, 2010

AFFIRMATIVE DEFENSES

Defendant HSBC Mortgage Services ("HSBC"), by and through its attorneys Dickinson Wright PLLC, hereby states as follows for its Affirmative Defenses to Plaintiffs' Complaint:

1. Plaintiffs' claims are barred because they fail to state a claim upon which relief can be granted.
2. Plaintiffs' claims are barred in whole or in part by the applicable statute of limitations and/or the doctrine of laches.
3. To the extent that Plaintiffs have suffered any damages, the same were the result of their own actions or the actions of others not under the control of HSBC.
4. Plaintiffs failed to join a necessary party(s).
5. Plaintiffs failed to plead fraud with the required particularity.
6. Plaintiffs claims are subject to an agreement to arbitrate.
7. HSBC reserves the right to amend its Affirmative Defenses as this case proceeds.

Respectfully submitted,

DICKINSON WRIGHT PLLC

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Dated: November 18, 2010

CERTIFICATE OF SERVICE

I hereby certify that on November 18, 2010, I electronically filed the foregoing paper with the Clerk of the Court with the Eastern District of Michigan using the ECF system; which will send notification to all counsel of record by CM/ECF. I also mailed by U.S. Postal Service the foregoing to the following non-ECF participant(s):

Joseph J. Coyer
Janet M. Coyer
878 East Prevo Road
Pinconning, MI 48650

/s/ Jennifer L. Newby
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